

LYONS & FLOOD, LLP
65 West 36th Street, 7th Floor
New York, New York 10018
(212) 594-2400

Attorneys for Plaintiff
MEDITERRANEAN SHIPPING COMPANY S.A.,

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JUDGE MARRERO

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ECF Case

MEDITERRANEAN SHIPPING COMPANY S.A.,

Plaintiff,

-against-

SEA SHIPPING LINES and
BOHM ENTERPRISES LTD.,
Defendant.

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07 CIV 8157

COMPLAINT

Plaintiff MEDITERRANEAN SHIPPING COMPANY S.A. ("MSC"), by its attorneys, Lyons & Flood, LLP, as and for its Complaint against Defendants, SEA SHIPPING LINES ("SSL"), and BOHM ENTERPRISES LTD. ("BOHM"), alleges upon information and belief as follows:

1. This is an admiralty and maritime action within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 USC § 1333.
2. Plaintiff, MSC was and still is a corporation organized and existing under and by virtue of the laws of a foreign country.
3. Upon information and belief, defendant SSL is a corporation organized and existing by virtue of the laws of one of the states of the United States.
4. Upon information and belief, defendant BOHM is a corporation organized and existing by virtue of the laws of the State of New York.
5. On or about September 18, 2006, SSL acting as a Non-Vessel Operating

Common Carrier (NVOCC) issued a bill of lading numbered SLI113623 (hereinafter referred to as "SSL's bill of lading") to BOHM, whereby SSL agreed to transport BOHM's shipment of two thousand five hundred and twenty (2,520) drums of latex blended paint in one container from Port Everglades, Florida to Tema, Ghana ("subject shipment"), in consideration of some agreed freight.

6. In turn, SSL contracted with MSC to transport the subject shipment from Port Everglades, Florida to Tema, Ghana, in consideration of some agreed freight.

7. On or about September 18, 2006, MSC issued bill of lading numbered MSCUTM472233 (hereinafter referred to as "MSC's bill of lading") to SSL, whereby MSC agreed to carry one container numbered CRXU4559130 ("the container") loaded with a cargo of two thousand five hundred and twenty (2,520) drums of latex blended paint ("the cargo") from Port Everglades, Florida to Tema, Ghana aboard the M/V MSC TASMANIA and other MSC vessels in consideration of certain freight payments.

8. The terms of carriage relating to the subject shipment were set forth on the back of MSC's bill of lading.

9. Clause 2 of the bill of lading requires that any and all disputes be brought in United States District Court, Southern District of New York.

10. Clause 17 of MSC's bill of lading states, among other things, the shipper of the cargo is responsible to properly load, stow, and secure the cargo for shipment.

11. BOHM and /or SSL were responsible for loading the subject shipment into MSC's container CRXU4559130.

12. The container was subsequently loaded and delivered by SSL to MSC on September 7, 2006, and placed aboard the MSC TASMANIA on September 18, 2006 for shipment to Tema, Ghana via Las Pamas, Spain.

13. Upon discharge in Las Pamas, Spain, on or about October 10, 2006, it was discovered that paint was leaking from inside the container. Thereafter, it was determined

that BOHM and/or SSL had negligently loaded the subject shipment which caused the paint to spill out of the drums during shipment, thereby damaging MSC's container, vessel, and other of MSC's equipment.

14. Defendants SSL and BOHM have breached the terms of MSC's bill of lading by failing to properly load, stow, and secure the cargo for shipment as required by clause 17 of MSC's bill of lading.

15. As a result of Defendants SSL and BOHM's breach of contract, MSC has incurred damages, including, but not limited to, the cost of cleaning paint from MSC'S vessel, the terminal, the container, and other equipment, as well as incurring storage costs, in an amount totaling approximately \$36,870.52, as nearly as now can be calculated.

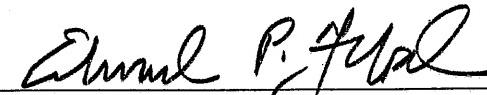
WHEREFORE, Plaintiff MEDITERRANEAN SHIPPING COMPANY, S.A. prays:

- a. that process in due form of law according to the practice of this Court in admiralty and maritime jurisdiction issue against Defendants SEA SHIPPING LINES and BOHM ENTERPRISES LTD., citing them to appear and answer under oath all and singular the matters alleged;
- b. that a judgment be entered in favor of Plaintiff MEDITERRANEAN SHIPPING COMPANY, S.A. and against Defendants SSL and BOHM, for the damages as aforesaid, with interest, costs and attorneys' fees; and
- c. that Plaintiff MEDITERRANEAN SHIPPING COMPANY, S.A. have such other, further, and different relief as this Court may deem just and proper.

Dated: September 18, 2007
New York, New York

LYONS & FLOOD, LLP
Attorneys for Plaintiff
MEDITERRANEAN SHIPPING COMPANY S.A.

By:


Edward P. Flood (EPI-5797)
65 West 36th Street, 7th Floor
New York, New York 10018
(212) 594-2400

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